

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

*In re*

**STANADYNE LLC, *et al.*,<sup>1</sup>**

**Debtors.**

**Chapter 11**

**Case No. 23-10207 (TMH)**

**(Jointly Administered)**

**Cure Obj. Deadline: June 13, 2023 at 5:00 p.m. (ET)**

**Re: Docket Nos. 245, 276 & 297**

**NOTICE OF AMENDMENT TO EXHIBIT A TO NOTICE TO CONTRACT PARTIES  
TO POTENTIALLY ASSUMED, ASSIGNED, AND SOLD EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE** that on May 23, 2023, the above-captioned debtors and debtors in possession (the “Debtors”) filed that certain *Notice to Contract Parties to Potentially Assumed, Assigned, and Sold Executory Contracts and Unexpired Leases* [Docket No. 297] (the “Cure Notice”).<sup>2</sup> Attached thereto as Exhibit A was a list of Potential Assigned Contracts.

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby amend the list of Potential Assigned Contracts by amending the Cure Cost associated with a Potential Assigned Contract as set forth below.<sup>3</sup> Except as otherwise set forth herein, the list of Potential Assigned Contracts that was attached to the Cure Notice as Exhibit A thereto remains unchanged.

<b>Counterparty</b>	<b>Cure Amount</b>	<b>Debtor Entity</b>	<b>Description</b>	<b>Execution Date</b>
Standard Motor Products, Inc.	<b>\$0</b>	Pure Power Technologies, Inc.	Supply Agreement between Standard Motor Products, Inc. and Pure Power Technologies, Inc.	August 9, 2016

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Cost identified with respect to the Potential Assigned Contract listed herein, object to the proposed assignment of the Potential Assigned Contract listed herein to the Successful Bidder, or object to

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Stanadyne LLC (0378); Pure Power Technologies, Inc. (5202); Stanadyne PPT Holdings, Inc. (2594); and Stanadyne PPT Group Holdings, Inc. (1734). The Debtors’ headquarters are located at 405 White Street, Jacksonville, North Carolina 28546.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Cure Notice.

<sup>3</sup> For clarity, the amended information is indicated in bold font in the chart contained herein.

the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to the Potential Assigned Contract listed herein, your objection must be: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the nature of the objection and the legal and factual bases therefore and, if the objection pertains to the proposed Cure Cost(s), state the correct cure cost(s) alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (d) be filed with the Court and served so as to be **actually received on or before June 13, 2023 at 5:00 p.m. (prevailing Eastern Time)** (the “Cure Objection Deadline”) by the following parties:

<b>Counsel to the Debtors</b>	<b>The United States Trustee</b>
<p>Hughes Hubbard &amp; Reed LLP One Battery Park Plaza, 16<sup>th</sup> Floor New York, NY 10004 Attn: Kathryn A. Coleman and Christopher Gartman, katie.coleman@hugheshubbard.com, chris.gartman@hugheshubbard.com</p> <p>Young Conaway Stargatt &amp; Taylor, LLP 1000 North King Street Rodney Square Wilmington, DE 19801-6108 Attn: Michael R. Nestor and Andrew L. Magaziner mnestor@ycst.com, amagaziner@ycst.com</p>	<p>Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801 Attn: Jane M. Leamy jane.m.leafy@usdoj.gov</p>
<b>Counsel to the Committee</b>	<b>Counsel to the Prepetition Agent and Stalking Horse Bidder</b>
<p>Kramer Levin Naftalis &amp; Frankel LLP 1177 Avenue of the Americas New York, NY 10036 Attn: Adam C. Rogoff and Rose Hill Bagley arogoff@kramerlevin.com, rbagley@kramerlevin.com</p> <p>Morris James LLP 500 Delaware Avenue, Suite 1500 Wilmington, DE 19801 Attn: Jeffrey R. Waxman and Eric J. Monzo jwaxman@morrisjames.com, emonzo@morrisjames.com</p>	<p>KTBS Law LLP 1801 Century Park East, 26<sup>th</sup> Floor Los Angeles, CA 90067 Attn: Michael L. Tuchin and David A. Fidler mtuchin@ktbslaw.com, dfidler@ktbslaw.com</p> <p>Pachulski Stang Ziehl &amp; Jones LLP 919 Market St., 17<sup>th</sup> Floor P.O. Box 8705 Wilmington, DE 19801-8705 (Courier 19801) Attn: Laura Davis Jones and Timothy Cairns ljones@pszjlaw.com, tcairns@pszjlaw.com</p>

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Cost listed herein, (b) the proposed assignment, assumption, and sale of the Potential Assigned Contract listed herein, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the applicable deadline, then (i) you will be deemed to have stipulated that the Cure Cost listed herein is correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the Potential Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption, assignment and sale of the Potential Assigned Contract or related Cure Cost listed herein that

otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing shall, in the Debtors' discretion (subject to the consent of the Successful Bidder), be heard at the Sale Hearing or at a later date as may be fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Potential Assigned Contract herein shall not (i) require or guarantee that such Potential Assigned Contract will be assumed, assigned, and sold; and (ii) constitute or be deemed a determination or admission by the Debtors that such Potential Assigned Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding the Cure Cost listed herein, the Debtors are continuing to reconcile their books and records as to the Potential Assigned Contracts and all rights of the Debtors and the Successful Bidder with respect to the Potential Assigned Contracts are reserved.

**PLEASE TAKE FURTHER NOTICE** that, the Cure Cost listed herein does not include any obligations under any customer "core" refund program as such obligations do not constitute Cure Costs and will be addressed separately in connection with the Sale and Stalking Horse Purchase Agreement.

**PLEASE TAKE FURTHER NOTICE** that nothing herein (i) alters in any way the prepetition nature of any Potential Assigned Contract or the validity, priority, or amount of any claims of a counterparty to any Potential Assigned Contract against the Debtors or the Successful Bidder that may arise under such Potential Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of any counterparty to any Potential Assigned Contract against the Debtors that may arise under such Potential Assigned Contract.

*[Remainder of page intentionally left blank]*

Dated: May 24, 2023  
Wilmington, Delaware

YOUNG CONAWAY STARGATT &  
TAYLOR, LLP

/s/ Ashley E. Jacobs

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*Counsel for the Debtors*